

TROUTMAN PEPPER HAMILTON SANDERS LLP
Jeffrey M. Goldman (SBN 233840)
E-mail: jeffrey.goldman@troutman.com
Sevana Haroutunian (SBN 315037)
E-mail: sevana.haroutunian@troutman.com
Los Angeles, CA 90071
Telephone: 213.928.9800
Facsimile: 213.928.9850

Attorneys for Plaintiff

THE STEPPING STONES GROUP LLC, a Delaware limited liability company, as successor-in-interest to FUTURES EDUCATION, LLC

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

THE STEPPING STONES GROUP
LLC, a Delaware limited liability
company, as successor-in-interest to
FUTURES EDUCATION, LLC,

Plaintiff,
vs.

AMETHOD PUBLIC SCHOOLS, a California corporation, and DOES 1 through 10,

Defendants.

Case No.

THE STEPPING STONES GROUP LLC'S COMPLAINT FOR:

- (1) BREACH OF WRITTEN CONTRACT**
 - (2) ACCOUNT STATED**
 - (3) OPEN BOOK**
 - (4) BREACH OF THE IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING AND**
 - (5) QUANTUM MERUIT**

Action filed: January 13, 2023

1 COMES NOW Plaintiff THE STEPPING STONES GROUP LLC, a Delaware
 2 limited liability company (“SSG”) and hereby alleges as follows:

3 **PARTIES**

4 1. Plaintiff SSG is a Delaware limited liability company with a principal
 5 place of business in Delaware. SSG is the successor-in-interest of FUTURES
 6 EDUCATION OF CALIFORNIA, LLC (“Futures”). Futures was in the business of
 7 providing special education teachers, staff, and therapists to schools with students in
 8 need of special education teachers. Futures dissolved sometime on or around June
 9 11, 2021 and its assets were assigned to its sole member, The Future Health Group,
 10 LLC (“FHG”).¹ On June 20, 2021, FHG merged into SSG.² Accordingly, SSG is
 11 the sole surviving entity of Futures and appropriately stands in Futures’ shoes for the
 12 purpose of this lawsuit.

13 2. Defendant AMETHOD PUBLIC SCHOOLS (“AMPS”) is, on
 14 information and belief, a California nonprofit corporation. AMPS’s principal place
 15 of business is in Richmond, California. AMPS is a school that contracted with
 16 Futures for special education teachers.

17 3. SSG is ignorant of the true names and capacities of defendants sued
 18 herein as DOES 1 through 10, inclusive, and therefore sues these defendants under
 19 fictitious names (“DOE Defendants”).

20 **JURISDICTION AND VENUE**

21 4. The Court has subject matter jurisdiction pursuant to United States
 22 Code, Title 28, § 1332(a)(1) because: (i) AMPS is a California citizen; (ii) SSG is a
 23 Delaware citizen; and (iii) the controversy exceeds the sum of \$75,000.

24 5. SSG’s Delaware citizenship is evidenced as follows: The sole member
 25 of SSG is Stepping Stones Healthcare Services LLC (“SSHS”). The sole member of
 26 SSHS is SSG Intermediate HoldCo, LLC (“SIH”). The sole member of SIH is SSG

27 ¹ Attached as **Exhibit A** is a true and correct copy of Futures’ Plan of Liquidation and
 28 Dissolution, which documented the distribution of its assets.

² Attached as **Exhibit B** is a true and correct copy of the Certificate of Merger, which
 documented this merger.

1 HoldCo, LLC (“SH”). SH has two members, SSG Investment HoldCo, Inc. (“SSIH”)
2 and Green Celtics Purchaser Inc. (“GCP”), both of which are holding companies.
3 Both of these corporations are Delaware citizens. More particularly, SSIH and
4 GCP’s state of citizenship is Delaware, because they are both incorporated in
5 Delaware and have their principal place of business in Delaware. SSIH and GCP’s
6 bylaws state their board meetings are held within or outside the state of Delaware.
7 Furthermore, the individuals responsible for managing, and who actually manage,
8 any business activities for SSIH and GCP do so in the Commonwealth of
9 Massachusetts.

10 6. Venue is proper in the United States District Court, Northern District of
11 California because a substantial part, if not all, of the events that give rise to the
12 events in this Complaint occurred in Richmond, California. 28 U.S.C. § 1331(b)(2).

13 7. This Complaint centers around the following documents (collectively
14 referred to as the “Agreements”): (1) “Futures Education of California, LLC Service
15 Agreement” dated August 1, 2019 between AMPS and Futures (attached as **Exhibit**
16 **C** is a true and correct copy of this agreement) (the “2019 Agreement”) and (2)
17 “Addendum 5 Renewal Year 1 of 3 of the Service Agreement by and between
18 Amethod Public Schools and Futures Education of California, LLC dated August 14,
19 2019” dated July 1, 2021 (attached as **Exhibit D** is a true and correct copy of this
20 agreement) (the “Addendum”).

21 **FACTUAL BACKGROUND AND ALLEGATIONS**

22 8. On August 1, 2019, Futures and AMPS entered into the 2019 Agreement
23 whereby Futures agreed to provide special education services to AMPS (2019
24 Agreement, § 1 (the “Services”)) in exchange for AMPS paying Futures an agreed
25 compensation (*Id.*, § 3). AMPS agreed to compensate Futures according to the Fee
26 Schedule in Exhibit A of the 2019 Agreement. Futures agreed to submit quarterly
27 statements to AMPS, and AMPS was to pay Futures within 10 days after the
28 submission of such statements.

1 9. On May 3, 2021, Futures/SSG and AMPS formed the Addendum,
 2 whereby they agreed to extend the 2019 Agreement for one more year from July 1,
 3 2021 through June 30, 2022. The Addendum set the annual flat fee for the 2021 to
 4 2022 school year. *See* Addendum. The parties agreed that Futures will submit a
 5 monthly statement to AMPS by the 15th day of each month, and AMPS will pay
 6 statements within thirty days.

7 10. On June 21, 2021, Futures merged into SSG and from that time until the
 8 Agreements terminated, SSG provided services to AMPS pursuant to the Agreements
 9 and AMPS accepted SSG's services.

10 11. While Futures and SSG performed their obligations under the
 11 Agreements from August 2019 until the Agreements terminated in 2022, AMPS has
 12 failed to timely pay the invoices for the Services for the timeframe of February 2022
 13 through June 2022. The chart below provides the invoice numbers, dates, and
 14 amounts that AMPS owes SSG under the Agreements (the "Invoices"). The copies
 15 of invoices are also attached collectively as **Exhibit E**.

<u>Invoice Number</u>	<u>Service Month</u>	<u>Amount Owed</u>
M0107404	February 2022	\$13,008.60
M0112249	March 2022	\$16,622.10
M0112807	March 2022	\$50,416.36
M0112808	March 2022	\$75,513.89
M0114591	April 2022	\$10,840.50
M0116441	April 2022	\$50,416.36
M0116442	April 2022	\$76,414.82
M0119730	May 2022	\$16,447.46
M0118853	May 2022	\$50,416.36
M0118854	May 2022	\$76,414.82
M0122704	June 2022	\$6,078.06
M0123952	June 2022	\$47,664.06
M0123953	June 2022	\$27,940.25
	Total	\$518,193.64

12. SSG wrote to AMPS on six separate occasions between August 2022 to the present to seek payment of the Invoices. Despite these notices, AMPS remains in breach of the Agreements.

COUNT I – BREACH OF WRITTEN CONTRACT

(against AMPS and DOES 1 through 10)

13. SSG incorporates by reference the above paragraphs 1 through 12 of the Complaint as though fully set forth herein.

14. Futures and AMPS are parties to the Agreements. As explained above, SSG is Futures' successor-in-interest.

15. Futures/SSG performed all obligations under the Agreements.

16. AMPS breached the Compensation Clause of the 2019 Agreement and the Addendum by failing to timely and fully pay Futures/SSG's fee as set forth on the Invoices.

17. SSG provided notice of the breach to AMPS.

18. AMPS has no valid legal excuse for its breach.

19. As a direct and proximate result of AMPS's failure to abide by the Agreements, SSG has been damaged in the amount of at least \$518,193.64, plus accruing interest.

COUNT II – ACCOUNT STATED

(against AMPS and DOES 1 through 10)

20. SSG incorporates by reference the above paragraphs 1 through 12 of the Complaint as though fully set forth herein.

21. Futures and AMPS are parties to the Agreements. As explained above, SSG is Futures' successor-in-interest. AMPS failed to pay Futures or SSG for the Invoices subject to the Compensation Clause of the 2019 Agreement and the Addendum, wherein Futures/SSG and AMPS agreed to Futures' compensation for the Services it provided from February 2022 to June 2022, totaling \$518,193.64 (the "Transactions"). Thus, AMPS owes money to SSG from the Transactions.

22. Accordingly, AMPS owes SSG at least \$518,193.64, plus accruing interest.

COUNT III – OPEN BOOK

(against AMPS and DOES 1 through 10)

23. SSG incorporates by reference the above paragraphs 1 through 12 of the Complaint as though fully set forth herein.

24. Futures and AMPS had Transactions with each other. As explained above, SSG is Futures' successor-in-interest. Futures agreed to pay for the Transactions.

25. In the regular course of business, SSG kept written account of the debits and credits involved in the Transactions.

26. The Invoices evidence the money on the account AMPS owes SSG.

27. AMPS owes SSG at least \$518,193.64, plus accruing interest.

COUNT IV – BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

(against AMPS and DOES 1 through 10)

28. SSG incorporates by reference the above paragraphs 1 through 12 of the Complaint as though fully set forth herein.

29. Futures and AMPS are parties to the Agreements. As explained above, SSG is Futures' successor-in-interest.

30. Futures/SSG has performed all of its obligations under the Agreements, by providing the Services

31 All conditions required for AMPS's performance occurred

32. AMPS took advantage of Futures' business relationship by accepting the benefits of Futures' Services, yet failed to pay Futures and SSG for the Services. By doing so, AMPS did not act fairly and in good faith.

33. As a direct and proximate result of AMPS's unreasonable and bad-faith actions, Futures did and in turn, SSG has, suffered damages in an amount to be proven at trial and, in any event, least \$518,193.64, plus accruing interest.

COUNT V – QUANTUM MERUIT

(against AMPS and DOES 1 through 10)

34. SSG incorporates by reference the above paragraphs 1 through 12 of the Complaint as though fully set forth herein.

35. Futures and SSG rendered the Services to AMPS which were intended to and did benefit AMPS, as AMPS received special education services it needed for its curriculum.

36. In providing the Services, Futures and SSG were acting pursuant to an express request for services from AMPS.

37. As outlined in the Invoices, AMPS owes SSG at least \$518,193.64, plus accruing interest.

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PRAYER FOR RELIEF

WHEREFORE, SSG prays for judgment against AMPS as follows:

1. For damages, including compensatory, incidental, and consequential as appropriate in an amount according to proof;

2. For an award of costs, attorney's fees (2019 Agreement, § 10(E); Addendum), and other expenses incurred in connection with the prosecution of this action;

3. For prejudgment and post judgment interest; and

4. For other such relief as the Court may deem just and proper.

Dated: January 13, 2023

**TROUTMAN PEPPER HAMILTON
SANDERS LLP**

By: /s/ Jeffrey M. Goldman

Jeffrey M. Goldman
Attorneys for Plaintiff
The STEPPING STONES GROUP LLC, a
Delaware limited liability company, as
successor-in-interest to FUTURES
EDUCATION, LLC

EXHIBIT A

FUTURES EDUCATION OF CALIFORNIA, LLC

PLAN OF LIQUIDATION AND DISSOLUTION

The following Plan of Liquidation and Dissolution (the “*Plan*”) of Futures Education of California, LLC, a California limited liability company (the “*Company*”), is intended to accomplish the dissolution and winding up of the Company and the distribution of its assets. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such terms in that certain Limited Liability Company Operating Agreement of the Company dated June 1, 2021 (the “*Operating Agreement*”).

1. Approval of Plan. The Plan shall become effective upon approval and adoption of this Plan by the Member, in accordance with Section 3 of the Operating Agreement.

2. Cease Business. The Company has ceased conducting business except for the winding up of its affairs.

3. Distributions, Payment and Discharge of Liabilities and Obligations. The Company does not know of any claims against or obligations of the Company, including, without limitation, any contingent, conditional, or unmatured claims or obligations, any claims or obligations for which the identity of the claimant is unknown, or any other liabilities to creditors, including members, or to members or former members for distributions under Section 17704.04 of the California Revised Uniform Limited Liability Company Act (the “*Act*”), except those for which adequate provision has been made. The Member acknowledges and agrees that any remaining assets of the Company shall be distributed in accordance with Section 17707.05 of the Act and Section 10 of the Operating Agreement. The Officers of the Company shall execute such contracts, assignments, conveyances and other instruments, and shall take such further actions as they shall, after consultation with the Company’s legal counsel, deem necessary or desirable to effectuate this Plan.

4. Certificate of Cancellation. Following the distribution of the assets of the Company in accordance with Section 3 above, the Company shall file a Certificate of Cancellation with the Secretary of the State of California, which Certificate shall be effective on the date of its filing.

5. Necessary Acts. The Officers of the Company shall take all other action deemed necessary or desirable for the purpose of effecting the Plan.

6. Abandonment. This Plan may be abandoned by resolution duly adopted by written consent of the Member of the Company.

7. Governing Law. This Plan shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, this Plan of Liquidation and Dissolution has been executed as of June 11, 2021.

THE FUTURES HEALTH GROUP, LLC

By: _____ 
Name: Tim Murphy
Title: Chief Executive Officer

EXHIBIT B

CERTIFICATE OF MERGER
MERGING
THE FUTURES HEALTH GROUP, LLC
(A CONNECTICUT LIMITED LIABILITY COMPANY)
WITH AND INTO
THE STEPPING STONES GROUP LLC
(A DELAWARE LIMITED LIABILITY COMPANY)

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act and Section 34-279j of Connecticut Uniform Limited Liability Company Act, the undersigned limited liability company executed the following certificate of merger:

FIRST: The name of the surviving limited liability company is The Stepping Stones Group LLC and the state of its formation is Delaware; and the name of the limited liability company being merged into this surviving limited liability company is The Futures Health Group, LLC and the state of its organization is Connecticut.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

THIRD: The name of the surviving limited liability company is The Stepping Stones Group LLC, a Delaware limited liability company.

FOURTH: The Certificate of Formation of the surviving limited liability company shall be its Certificate of Formation.

FIFTH: The merger was approved by (i) The Stepping Stones Group LLC as required by the Delaware Limited Liability Company Act; and (ii) by The Futures Health Group, LLC as required by the Connecticut Uniform Limited Liability Company Act.

SIXTH: The merger is to become effective on June 30, 2021 at 11:59 p.m. ET.

SEVENTH: The Agreement and Plan of Merger is on file at 184 High Street, 5th Floor, Boston, MA 02114, the place of business of the surviving limited liability company.

EIGHTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any member of the constituent limited liability companies.

DocuSign Envelope ID: C4CDAA1F-7BA6-4D64-93E4-53642B6D223F

IN WITNESS WHERE OF, said surviving limited liability company has caused this certificate to be signed by an authorized officer this 28th day of June, 2021.

THE STEPPING STONES GROUP LLC

By: Timothy R. Murphy
Name: Timothy R. Murphy
Title: Chief Executive Officer

[Signature Page to Certificate of Merger]

STATE OF CONNECTICUT }
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record
in this Office.
In Testimony whereof, I have hereunto set my hand
and affixed the Seal of said State, at Hartford,
this 8th day of July A.D. 2021



SECRETARY OF THE STATE

EXHIBIT C



**FUTURES EDUCATION OF CALIFORNIA, LLC SERVICE AGREEMENT
AMETHOD PUBLIC SCHOOLS**

THIS AGREEMENT made and entered into as of the 1st day of August 2019, and commencing on that same day of August 2019, by and between Amethod Public Schools (hereinafter "AMPS") and Futures Education of California, LLC (hereinafter "Futures"):

WHEREAS Futures is a special education services company, performing related services and management, including student support directorship, psychology services, counseling services, educational specialists, and vision impaired, occupational and speech therapy services;

WHEREAS AMPS wishes to contract with Futures to provide special education services to AMPS students on an "under arrangements" basis, and to establish a program for providing special education services in the schools;

WHEREAS Futures is prepared to assume the responsibility of providing special education services in the schools; and

NOW, THEREFORE, in consideration of AMPS paying to Futures the compensation and Futures performing the duties specified herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

**SECTION 1.
FUTURES' DUTIES AND RESPONSIBILITIES**

Futures agrees that at all times during the term of this Agreement it will provide special education services to AMPS students in accordance with the following standards.

- A. Services shall be consistent with the procedures and standards established by California's special education state regulations, Medicaid, and requirements that would be applicable if the special education services were furnished directly by AMPS.
- B. Futures shall follow and abide by the general code of ethics and standards of practice of the American Occupational Therapy Association (AOTA), the American Speech-Language Hearing Association (ASHA), the National Association of School Psychologists (NASP), the National Association of Special Education Teachers (NASET) and other applicable associations.
- C. Special education services shall be furnished to a student in accordance with the individualized education Plan (IEP) approved by the school responsible for the student's IEP.
- D. Futures shall participate in educational planning meetings as required to coordinate the services for individual students.
- E. Futures shall, at its sole cost and expense, hire, maintain, or expand its support staff in order to (1) accommodate the school's demands for special education services, and (2) maintain quality student services.
- F. Futures shall be responsible for preparing, in writing, all activity reports as may be necessary or required. Such reports shall be made available to as needed.
- G. Futures Education is certified as a "Non-Public Agency (NPA)" through the California Department of Education (CDE) and will provide a copy of the certification upon execution of this contract. Furthermore, Futures Education commits to ensuring NPA status is maintained throughout the term of this contract.

**SECTION 2.
AMETHOD PUBLIC SCHOOLS' DUTIES AND RESPONSIBILITIES**

AMPS shall make available to Futures, without charge, all necessary office and treatment rooms in the schools to enable Futures to render the services provided for in this Agreement. AMPS shall further provide, without charge, all necessary maintenance, housekeeping, utilities, and telephone services as are reasonably required by Futures in the performance of its duties hereunder.

AMPS will provide orientation to the network, access to any programs generally required for school personnel, and IEPs of referred students, along with any other pertinent information that would be helpful in servicing the students.

AMPS will provide a standard battery of tests and materials if available.

**SECTION 3.
COMPENSATION**

AMPS shall compensate Futures for services rendered in accordance with the Fee Schedule set forth in Exhibit A attached hereto. Futures will submit statements on a quarterly basis: October 28th, January 28th, April 28th, and June 28th to AMPS indicating all special education services rendered to AMPS students by Futures for the previous quarter. AMPS agrees on or before ten (10) days after the submission of the quarterly statements to pay to Futures the full stated amount as set forth in Exhibit A. Any charges which become past due and cannot be reconciled will be pursued through legal channels and which will include any outstanding balance as well as all expenses, court costs, and reasonable attorney's fees incident to collection. Futures reserves the right to terminate this agreement immediately should full payment not be made within the ten (10) day period as outlined above.

**SECTION 4.
TERM AND TERMINATION**

- A. TERM** – The term of the Agreement shall be for a period of two (2) years and commence as the date hereof and shall continue in full force and effect until June 30th, 2021. After this initial period, additional one (1) year option years, up to three (3) additional years, may be negotiated upon mutual consent of both parties. It is understood that this agreement is for services provided during the regular academic school year and does not include summer services or any other additional program needs that may arise. These additional services would be at a negotiated, and separate fee structure.
- B. TERMINATION** – This Agreement may be terminated for cause by either party upon sixty (60) calendar days prior written notice to the other party; provided, however, that the non-terminating party shall have the opportunity to cure or correct the deficiencies or defaults alleged in the notice, and if such deficiencies or defaults are corrected prior to the expiration of the sixty (60) day period, this Agreement shall continue in full force and effect. As used herein, the term "cause" shall mean a breach of this Agreement or the loss of the ability of either party lawfully to perform all of its obligations hereunder.

**SECTION 5.
INSURANCE**

Futures shall make available to AMPS a valid certificate of insurance evidencing that Futures has liability and malpractice insurance coverage with minimum limits of three (3) Million Dollars (\$3,000,000.00).

Futures will name AMPS as an additional insured on such policy. Futures will immediately notify the School in writing of any change or cancellation of the insurance. A copy will be delivered within ten (10) days of the first day of the contract.

**SECTION 6.
SOLICITATION OF FUTURES' EMPLOYEES**

AMPS hereby agrees that it will not, without prior written consent of Futures, employ, retain or in any way contract with, or cause or assist any other party to employ, retain or in any way contract with, any Futures' employee or any person or entity that the employee is associated with, whether directly or indirectly by way of ownership, management, operation, or control for a period of two (2) years after said employee leaves the employ of Futures. AMPS will not employ, retain or in any way contract with a third party that provides the services of a former Futures' employee for a period of two (2) years after said employee leaves the employ of Futures.

Further, AMPS agrees not to induce any employee in the employ of Futures to leave his or her employment. AMPS agrees that the damages suffered by Futures arising out of any interference with Futures and its employees by AMPS are not calculable. Therefore, AMPS agrees that in the event of a breach of this Section 6, liquidated damages are appropriate, and any such breach will subject AMPS to liability for liquidated damages in an amount equal to one (1) year's salary of the employee plus Futures' reasonable attorney's fees and court costs incurred in enforcing this Section 6 or in collecting sums due hereunder. AMPS agrees that any such liquidated damages are not a penalty. This remedy is not exclusive, and Futures may also seek an injunction against AMPS and pursue any and all other legal remedies.

**SECTION 7.
INDEMNIFICATION**

AMPS hereby agrees to indemnify and hold Futures free and harmless from and against any and all claims or liability, (including any court costs and attorney's fees) arising out of discharge (or the lack thereof) of AMPS duties under the terms of this Agreement. Furthermore, Futures hereby agrees to indemnify and hold AMPS free and harmless from and against any and all claims or liability (including court costs and attorney's fees) arising out of the discharge (or the lack thereof) of Futures duties under the terms of this Agreement.

**SECTION 8.
INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by the parties that, in providing services under this Agreement, Futures shall at all times act as an independent contractor and not as an employee of AMPS. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation.

**SECTION 9.
BOOKS AND RECORDS**

Upon written request of the U. S. Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, Futures shall make available to the Secretary those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing its services hereunder. Such items shall be available for inspection for up to four (4) years after the rendering of such services. If Futures carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Futures further agrees to include this requirement in all such subcontracts.

This section is pursuant to, and is governed by, the requirements of Public law 96-499-9521 (1861 [v] [1]) of the Social Security Act and regulations promulgated thereunder.

All records arising from clinical activities remain the property of AMPS. These records include all case files, daily notes taken by therapists, clinicians, teachers, and administrators, IEPs, progress notes and quarterly reports.

SECTION 10.
MISCELLANEOUS

- A. AMENDMENTS** – This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendments shall be operative and valid, they shall be reduced to writing and signed by both parties.
- B. NOTICES** – Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, and if sent by certified mail to the following addresses:

AMETHOD PUBLIC SCHOOLS Mr. David Stephan, J.D., Chief of Staff 2101 Livingston Street Oakland, CA 94606	FUTURES EDUCATION, LLC Brian Edwards, Ed.D., CEO 136 William Street Springfield, MA 01105
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- C. WAIVER OF BREACH** – Waiver of breach by either party of the terms and provisions of this Agreement at any time or times shall not be deemed or construed a waiver of any subsequent breach or breaches by either party of the same, or of the other, terms or provisions of the Agreement at any time or times.
- D. DISCRIMINATION** – Futures agrees to comply with Title VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (formerly the Department of Health, Education and Welfare) (45 C.F.R., Part 890) issued pursuant to that Title, to the end that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, or age be excluded from participation in, be denied benefits, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of Futures' activity.
- E. ATTORNEY FEES** – In any litigation, arbitration, or other proceeding by which one of the Parties either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs and expenses incurred.
- F. VENUE** - The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Alameda County, California.
- G. GOVERNING LAW** – This Agreement shall be subject to, and governed by, the laws of the state of California and all questions concerning its validity, construction, and administration shall be determined in accordance with such laws.
- H. SEVERABILITY** – The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- I. ENTIRE AGREEMENT** – This Agreement constitutes the entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes any and all other agreements oral and/or written between the parties with regard thereto.
- J. COUNTERPARTS** - This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile or scanned emailed copies of signature pages transmitted to other Parties of this Agreement shall be deemed equivalent to original signatures on counterparts.
- K. RATIFICATION** – This Agreement shall be enforceable only following execution by both parties and ratification or approval by the governing Board of the AMPS' Board of Directors.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first hereinabove written.

AMETHOD PUBLIC SCHOOLS

By: Kathleen Lel
Signature

Wilhelmina Wilson
Print Name

Title: Board Vice - Chair

Date: 10/15/19

FUTURES EDUCATION OF CALIFORNIA, LLC

By: Brian Edwards
Signature

Print Name

Title: CEO

Date: 10/16/19

EXHIBIT A**FEE SCHEDULE AGREEMENT**

between

Futures Education of California, LLC

and

Amethod Public Schools**SPECIAL EDUCATION SERVICES****Agreed rates for the 2019 – 2020 and 2020 – 2021 Academic School Years**

*2019 – 2020 Academic School Year (Base Year)	
Annual Set Flat Fee for Special Education Services Total:	\$1,466,000.00
**Professional Development, Consulting, and Technical Assistance:	\$80,000.00
Grand Total:	\$1,546,000.00
***Total Due Each Quarter (October, January, April, June) :	\$386,500.00 (Quarterly)

*2020 – 2021 Academic School Year (Renewal Year)	
Annual Set Flat Fee for Special Education Services Total:	\$1,509,980.00 (3% increase)
**Professional Development, Consulting, and Technical Assistance:	\$80,000.00
Grand Total:	\$1,589,980.00
***Total Due Each Quarter (October, January, April, June):	\$397,495.00 (Quarterly)

**Fees for subsequent renewal years after initial years one (1) and two (2) will be negotiated in good faith between Futures Education of California, LLC and Amethod Public Schools leadership.*

***See "Exhibit B" for scope of work, deliverables, and pricing detail.*

****See "Section 3 Compensation" for payment detail.*

As part of the pricing model, the fees are all-inclusive for the following positions: Education Specialists (6); Wellness Counselors (4); Speech-Language Pathologist (1); Speech-Language Pathology Assistant (1); Psychologists (2); Occupational Therapist (1 PT); and Vision Teacher (1 PT).

Additionally, and as part of the all-inclusive fee, Futures Education would provide the following contracted Special Education delivery services for AMPS:

- Management and Oversight of Programming & Service Delivery, including Staff Management.
- Staff Recruitment, On-boarding, Payroll, Benefits, and Insurances.
- Integration of Special Education and General Education Initiatives
- Accountability Metrics & Reporting (Futures Education "TASL" System)
- All Special Education Programming Development, Implementation, and Oversight
- Staff Orientation/On-going Training throughout the year, including support for RTI/MTSS processes (Futures & School Staff)

EXHIBIT B

**An Agreement to Provide Professional
Development
to the General and Special Education
Staff
of
Amethod Public Schools**

July 2019



INTRODUCTORY COMMENTARY

Collectively, as school practitioners, administrators, and educators, the faculty and staff of Futures Education (Futures) have experiential and empirical evidence strategies and approaches that are authentically and purposefully embedded into a delivery system that will result in a transformational effect on a school AMPS. Consequently, the staff of Futures Education proposes a professional development opportunity to the cohort of special education staff at Amethod Public Schools (hereafter, referred to as AMPS). It is postulated that our approach will expand capacity through directed activities so stakeholders are able to transform delivery of special education services that are: (1) aligned to Amethod Public Schools' priorities; (2) responsive to the letter and spirit of educational law; (3) aligned to standards of best-practice; and (4) designed to ensure optimal student outcomes in the most efficient manner.

PROPOSED PROFESSIONAL DEVELOPMENT COMMITMENTS AND PRINCIPLES

Amethod Public Schools leadership can anticipate that Futures, as a professional organization, will integrate the following principles, themes, and expected outcomes in its work:

- Imparting of knowledge that is actualized into measurable results;
- Mentorship that is supportive, directive, and accountable;
- Establishment of qualitative and quantitative measures so that Amethod Public Schools leadership will be assured of the effectiveness of our work, which will include short- and long-term benchmarks as progress indicators;
- All coaching, training and professional development will be guided by research and best practices;
- All trainers will be well-versed in national and the state of California rules and regulations and nationwide best practices; and
- Capacities that will have an intrinsic connection with all of its stakeholders: students, special education staff, parents, and administrators.

To optimize success, given the transformative work that will be undertaken in partnership with Amethod Public Schools, it will be important for Futures to have the endorsement, participation, and continued support of the AMPS leadership team.

All professional development will be conducted within the following protocols:

- Presentation of information by highly qualified professionals with particular expertise in requisite areas via learning formats that will allow for practical demonstration of the information;
- Practical application of the content within the authentic milieu of the classrooms thus optimizing generalization of learned information, techniques, and implementation strategies;
- Quality assurance via periodic review, data monitoring, and ongoing coaching and direction by the Futures team;
- Contextual appreciation of stakeholder satisfaction;
- Establishment of instructional quality, improvement, and assurance metrics:
 1. Pre- and Post-assessments
 2. Confidential written course appraisals using a Likert-scale format
 3. Follow-up, confidential interviews with participants as appropriate

Advantages of professional development and directive coaching:

- Enhancement and improvement in special education management capabilities.
- Development of a mentorship structure to promote a common vision of what special education services “should be” to support students with particular emphasis on Least Restrictive Environments.
- Development of a learning “culture” that is performance-based, accountable, and robust thus promoting of evidence-based practice with data analysis that shall be used to achieve optimal student outcomes.
- Effective utilization of flexible teams of experts to address new challenges with high degrees of responsiveness.

PROFESSIONAL DEVELOPMENT ACTIVITIES

Over-riding Framework

In partnership with Amethod Public Schools leadership, Futures is proposing a comprehensive series of professional development opportunities and activities to enhance the AMPS capacity to respond to these identified recommendations.

These sessions are designed to build capacity for general and special education staff in order to promote, assess, and ensure the success of the continuum of services in their respective school classrooms and for the students they serve. These sessions will comprise: (a) 1 – 3 days of intensive on-site, group professional development as part of the AMPS overall orientation schedule; (b) consistent in-classroom, hands-on coaching and mentoring of all staff; and (c) on-going remote supports (go-to meetings, emails, and telephonic communication). The final number of professional development and on-going coaching and mentoring days will be mutually agreed to by AMPS and Futures.

Specific to individualized coaching and mentoring of all AMPS staff, embedded technical assistance and professional development methodologies will be employed for each stakeholder; the mentor (s) will be the Futures staff member (s) assigned to this engagement and offering a variety of content area expertise. The task of the embedded PD and technical assistance are to provide personalized communication (i.e., via in-person contact, e-mails, phone calls, etc.) in order to develop: (1) Personnel Capacity that is operationally defined as the degree to which we can ensure the requisite training, competence, and support are acquired by staff; and (2) Process Capacity, which can be defined as the degree to which we can ensure personnel are able to uniformly execute a systematic methodology.

Through collaboration, AMPS leadership and Futures will devise a work plan that addresses the needed areas within the skill sets of each staff member as well as the unique needs of the students that are supported. Because Futures' methodology is pragmatic, the ultimate aim is to provide the requisite training, so AMPS staff will be able to execute the "game plan" after the agreement ends. There is not a single work plan that is necessarily the best one, however at minimum it will contain three essential elements: (1) specific activities; (2) realistic and attainable time lines; and (3) measurable goals and operational outcomes.

Specific Work Plan

Training for all AMPS staff would be delivered in three (3) phases. The first phase would be in-person training for all Amethod Public Schools staff during the orientation days before school opens for the 2019 – 2020 school year. The second phase will include in-classroom, one-on-one coaching and mentoring, and the third phase will be on-going monitoring and support through remote and distance-learning platforms. Through the partnership with Amethod Public Schools leadership, this distance learning will ensure student confidentiality, while also maximizing "line of sight" viewing of the staff interactions with the students.

Suggested Curriculum

Futures will work with AMPS leadership to craft and deliver curriculum specific to the needs of staff.

Outcomes

At the end of the initial trainings, in-classroom coaching and mentoring supports, and on-going monitoring, each participant will be able to:

- Develop an understanding of the types of educational challenges inherent in the students whom they serve across and within disability categories (e.g., autism, behaviors).
- Implement effective and content-validated techniques (e.g., ABA, Crisis Intervention, etc.).
- Develop techniques for reliable and valid data collection.
- Through role plays, demonstrate an ability to modify programming as required (in conjunction with the supervising teacher).
- Develop best practices with respect to communicating with the supervising teacher.

Learning Assurance Metrics

- Pre- and post-tests in a multiple choice and essay format; a score of at least 90% on the follow-up post-tests is required.
- Confidential written course appraisals using a Likert-scale format.
- Application of a rubric to outcome data to ensure successful outcomes in promoting student achievement.

PRICING

Futures proposes an all-inclusive daily rate of \$2,000 per faculty member for Professional Development and an all-inclusive daily rate of \$1,000 per faculty member for Special Education Consulting and Technical Assistance. This fee includes all professional development, consulting, and technical assistance activities such as course creation, curriculum delivery, pre- and post- preparation and follow up, staff interface, materials, and travel. It is understood that AMPS agrees to a minimum engagement for 1) Professional Development @ \$50,000 (25 days) annually, and 2) Special Education Consulting and Technical Assistance @ \$30,000 (30 days) annually. Additional requested work will be priced as outlined above.

FACULTY

Futures has a deep bench of experienced and credentialed faculty members. Faculty will be available and assigned to Amethod Public Schools based on scope of the engagement and content requirements for professional development and coaching and mentoring program delivery.

EXHIBIT D



Addendum 5
Renewal Year 1 of 3
to the Service Agreement
by and between
Amethod Public Schools
and
Futures Education of California, LLC

Dated August 14, 2019

This addendum is made and entered into as of July 1, 2021, and commences on that same day of July 2021, by and between Amethod Public Schools (AMPS) and Futures Education of California, LLC (Futures) and hereby amends the above Agreement to the following:

Contract is hereby mutually agreed upon to extend the term of the contract for an additional one-year period thru June 30, 2022. This is the first of three renewal option years.

2021/2022 Academic School Year	
Annual Set Flat Fee for Special Education Services	\$1,744,733.48
Additional Services - 2 Board Certified Behavior Analyst (BCBA), part-time Hearing-Impaired Teacher, and increase time for Vision and Orientation and Mobility Services	\$316,266.52
Total	\$2,061,000.00
Total Due Monthly (10 months)	\$206,100.00

AMPS CEO, Evelia Villa, is authorized to allocate an additional \$200,000.00 for speical education staff.

Revised Contract Language:

The language in **Section 3. Compensation** is revised to reflect the following:

AMPS shall compensate Futures for services rendered in accordance with the Fee Schedule set forth in the Table above. Futures will submit a statement to AMPS by the 15th day of each following month indicating all Related Services rendered to AMPS students by Futures for the previous month. AMPS agree to pay Futures the stated monthly fee within thirty (30) days upon receipt of the invoice. Any charges which become past due (and per the original contract) and cannot be reconciled will be pursued through legal channels and will include any outstanding balance as well as all expenses, court cost, and reasonable attorney's fees incident to collection.

All other contract language in the original service agreement document by and between Futures Education of California, LLC Service and Amethod Public Schools dated August 1, 2019, will remain in effect.

Agreed to by:

Amethod Public Schools

Signed: 

Print Name: Evelia villa

Title: Chief Executive officer

Date: 4/30/2021

Futures Education of California, LLC

Signed: 

Print Name: Brian Edwards

Title: CEO

Date: 5/3/2021

EXHIBIT E

Invoice

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 Invoice M0107404
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Bill To: Amethod Public Schools
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Purchase Order No.	Customer ID			Payment Terms	Beginning Date	Ending Date
				Net30	2/1/2022	2/28/2022
Description		Item Number	Qty	Units	Unit Price	Ext. Price
133052 Dunn, Monique - Richmond Campuses	AMET1501	SPEECH THERAPIST - WST	135.00	HR	\$96.36	\$13,008.60

Subtotal	\$13,008.60
Trade Discount	0.00
Tax	\$0.00
Total	\$13,008.60

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Page 1/1
 Invoice M0112249
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Bill To: Amethod Public Schools
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Purchase Order No.	Customer ID			Payment Terms	Beginning Date	Ending Date
				Net30	3/1/2022	3/31/2022
Description		Item Number	Qty	Units	Unit Price	Ext. Price
133052 Dunn, Monique - Richmond Campuses	AMET1501	SPEECH THERAPIST - WST	172.50	HR	\$96.36	\$16,622.10

Subtotal	\$16,622.10
Trade Discount	0.00
Tax	\$0.00
Total	\$16,622.10

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 Invoice M0112807
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Bill To: Amethod Public Schools
 2101 Livingston St
 Oakland CA 94606

Purchase Order No.	Customer ID			Payment Terms	Beginning Date	Ending Date
				Net30	3/1/2022	3/31/2022
Description		Item Number			Unit Price	Ext. Price
Ed Specialist - Benito Juarez Elementary		MANAGED CONTRACT - WST			\$11,666.31	\$11,666.31
Ed Specialist - Downtown Charter Academy		MANAGED CONTRACT - WST			\$9,494.16	\$9,494.16
Ed Specialist - John Henry High School		MANAGED CONTRACT - WST			\$6,779.78	\$6,779.78
Ed Specialist - Oakland Charter Academy		MANAGED CONTRACT - WST			\$12,128.36	\$12,128.36
Ed Specialist - Oakland Charter HS		MANAGED CONTRACT - WST			\$10,347.75	\$10,347.75

Subtotal	\$50,416.36
Trade Discount	0.00
Tax	\$0.00
Total	\$50,416.36

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 Invoice M0112808
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Bill To: Amethod Public Schools
 2101 Livingston St
 Oakland CA 94606

Purchase Order No.	Customer ID			Payment Terms	Beginning Date	Ending Date
		Description	Item Number		Unit Price	Ext. Price
Benito Juarez Elementary - Counselor		MANAGED CONTRACT - WST		\$10,552.89	\$10,552.89	
Benito Juarez Elementary - Speech Therapy		MANAGED CONTRACT - WST		\$1,999.09	\$1,999.09	
Downtown Charter Academy - Tech Support		MANAGED CONTRACT - WST		\$2,964.00	\$2,964.00	
Downtown Charter Academy - Counselor		MANAGED CONTRACT - WST		\$10,732.01	\$10,732.01	
Downtown Charter Academy - Speech Therapy		MANAGED CONTRACT - WST		\$4,361.76	\$4,361.76	
John Henry High School - Tech Support		MANAGED CONTRACT - WST		\$2,964.00	\$2,964.00	
John Henry High School - Speech Therapy		MANAGED CONTRACT - WST		\$1,999.09	\$1,999.09	
John Henry High School - Counselor		MANAGED CONTRACT - WST		\$4,697.85	\$4,697.85	
Oakland Charter Academy - Tech Support		MANAGED CONTRACT - WST		\$2,964.00	\$2,964.00	
Oakland Charter Academy - Speech Therapy		MANAGED CONTRACT - WST		\$4,024.90	\$4,024.90	
Oakland Charter HS - Tech Support		MANAGED CONTRACT - WST		\$2,964.00	\$2,964.00	
Oakland Charter HS - Speech Therapy		MANAGED CONTRACT - WST		\$5,240.39	\$5,240.39	
Oakland Charter HS - Counselor		MANAGED CONTRACT - WST		\$10,388.97	\$10,388.97	
Richmond Charter Academy - Tech Support		MANAGED CONTRACT - WST		\$2,964.00	\$2,964.00	

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Invoice M0112808
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Purchase Order No.	Customer ID			Payment Terms	Beginning Date	Ending Date
	AMTH1501			Net30	3/1/2022	3/31/2022
Description		Item Number			Unit Price	Ext. Price
Richmond Charter Academy - Speech Therapy		MANAGED CONTRACT - WST			\$1,999.09	\$1,999.09
Richmond Charter Academy - Counselor		MANAGED CONTRACT - WST			\$4,697.85	\$4,697.85

Subtotal	\$75,513.89
Trade Discount	0.00
Tax	\$0.00
Total	\$75,513.89

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Bill To: Amethod Public Schools
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 Oakland CA 94601

Purchase Order No.	Customer ID			Payment Terms	Beginning Date	Ending Date
				Net30	4/1/2022	4/30/2022
Description		Item Number	Qty	Units	Unit Price	Ext. Price
133052 Dunn, Monique - Richmond Campuses	AMET1501	SPEECH THERAPIST - WST	112.50	HR	\$96.36	\$10,840.50

Subtotal	\$10,840.50
Trade Discount	0.00
Tax	\$0.00
Total	\$10,840.50

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Purchase Order No.	Customer ID		Payment Terms	Beginning Date	Ending Date
	AMTH1501		Net30	4/1/2022	4/30/2022
Description	Item Number	Qty	Unit Price	Ext. Price	
Ed Specialist - Benito Juarez Elementary	MANAGED CONTRACT - WST	1	\$11,666.31	\$11,666.31	
Ed Specialist - Downtown Charter Academy	MANAGED CONTRACT - WST	1	\$9,494.16	\$9,494.16	
Ed Specialist - John Henry High School	MANAGED CONTRACT - WST	1	\$6,779.78	\$6,779.78	
Ed Specialist - Oakland Charter Academy	MANAGED CONTRACT - WST	1	\$12,128.36	\$12,128.36	
Ed Specialist - Oakland Charter HS	MANAGED CONTRACT - WST	1	\$10,347.75	\$10,347.75	

Subtotal	\$50,416.36
Trade Discount	\$0.00
Total	\$50,416.36

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Purchase Order No.	Customer ID		Payment Terms	Beginning Date	Ending Date
	AMTH1501		Net30	4/1/2022	4/30/2022
Description	Item Number	Qty	Unit Price		
Benito Juarez Elementary - Speech Therapy	MANAGED CONTRACT - WST	1	\$1,999.09	\$1,999.09	
Benito Juarez Elementary - Psychologist	MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97	
Downtown Charter Academy - Tech Support	MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00	
Downtown Charter Academy - Counselor	MANAGED CONTRACT - WST	1	\$10,732.01	\$10,732.01	
Downtown Charter Academy - Speech Therapy	MANAGED CONTRACT - WST	1	\$4,361.76	\$4,361.76	
Downtown Charter Academy - Psychologist	MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97	
John Henry High School - Tech Support	MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00	
John Henry High Schoo - Speech Therapyl	MANAGED CONTRACT - WST	1	\$1,999.09	\$1,999.09	
John Henry High School - Counselor	MANAGED CONTRACT - WST	1	\$4,697.85	\$4,697.85	
John Henry High School - Psychologist	MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97	
Oakland Charter Academy - Tech Support	MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00	
Oakland Charter Academy - Speech Therapy	MANAGED CONTRACT - WST	1	\$4,024.90	\$4,024.90	
Oakland Charter Academy - Psychologist	MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97	
Oakland Charter HS - Tech Support	MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00	
Oakland Charter HS - Speech Therapy	MANAGED CONTRACT - WST	1	\$5,240.39	\$5,240.39	
Oakland Charter HS - Counselor	MANAGED CONTRACT - WST	1	\$10,388.97	\$10,388.97	
Oakland Charter HS - Psychologist	MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97	

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Purchase Order No.	Customer ID		Payment Terms	Beginning Date	Ending Date
	AMTH1501	Net30	4/1/2022	4/30/2022	
Description	Item Number	Qty	Unit Price	Ext. Price	
Richmond Charter Academy - Tech Support	MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00	
Richmond Charter Academy - Speech Therapy	MANAGED CONTRACT - WST	1	\$1,999.09	\$1,999.09	
Richmond Charter Academy - Counselor	MANAGED CONTRACT - WST	1	\$4,697.85	\$4,697.85	
Richmond Charter Academy - Psychologist	MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97	
					Subtotal \$76,414.82
					Trade Discount \$0.00
					Total \$76,414.82

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Purchase Order No.	Customer ID			Payment Terms	Beginning Date	Ending Date
	AMET1501			Net30	5/1/2022	5/31/2022
Description		Item Number	Qty	Units	Unit Price	Ext. Price
138329 Reed, Wennay - Benito Juarez Elementary		PARA/EDUCATOR - WST	57.75	HR	\$31.27	\$1,805.84
138073 Ward, Brittany - John Henry High School		PARA/EDUCATOR - WST	6.00	HR	\$31.27	\$187.62
133052 Dunn, Monique - Richmond Campuses		SPEECH THERAPIST - WST	150.00	HR	\$96.36	\$14,454.00

Subtotal	\$16,447.46
Trade Discount	0.00
Tax	\$0.00
Total	\$16,447.46

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 Date 6/11/2022



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Purchase Order No.	Customer ID		Payment Terms	Beginning Date	Ending Date
	AMTH1501		Net30	5/1/2022	5/31/2022
Description	Item Number	Qty	Unit Price	Ext. Price	
Ed Specialist - Benito Juarez Elementary	MANAGED CONTRACT - WST	1	\$11,666.31	\$11,666.31	
Ed Specialist - Downtown Charter Academy	MANAGED CONTRACT - WST	1	\$9,494.16	\$9,494.16	
Ed Specialist - John Henry High School	MANAGED CONTRACT - WST	1	\$6,779.78	\$6,779.78	
Ed Specialist - Oakland Charter Academy	MANAGED CONTRACT - WST	1	\$12,128.36	\$12,128.36	
Ed Specialist - Oakland Charter HS	MANAGED CONTRACT - WST	1	\$10,347.75	\$10,347.75	

Subtotal	\$50,416.36
Trade Discount	\$0.00
Total	\$50,416.36

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Purchase Order No.	Customer ID	Payment Terms		Beginning Date	Ending Date
	AMTH1501	Net30		5/1/2022	5/31/2022
Description		Item Number	Qty	Unit Price	Ext. Price
Benito Juarez Elementary - Psychologist		MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97
Benito Juarez Elementary - Speech Therapy		MANAGED CONTRACT - WST	1	\$1,999.09	\$1,999.09
Downtown Charter Academy - Counselor		MANAGED CONTRACT - WST	1	\$10,732.01	\$10,732.01
Downtown Charter Academy - Psychologist		MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97
Downtown Charter Academy - Speech Therapy		MANAGED CONTRACT - WST	1	\$4,361.76	\$4,361.76
Downtown Charter Academy - Tech Support		MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00
John Henry High School - Counselor		MANAGED CONTRACT - WST	1	\$4,697.85	\$4,697.85
John Henry High School - Psychologist		MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97
John Henry High School - Speech Therapy		MANAGED CONTRACT - WST	1	\$1,999.09	\$1,999.09
John Henry High School - Tech Support		MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00
Oakland Charter Academy - Psychologist		MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97
Oakland Charter Academy - Speech Therapy		MANAGED CONTRACT - WST	1	\$4,024.90	\$4,024.90
Oakland Charter Academy - Tech Support		MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00
Oakland Charter HS - Counselor		MANAGED CONTRACT - WST	1	\$10,388.97	\$10,388.97
Oakland Charter HS - Psychologist		MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97
Oakland Charter HS - Speech Therapy		MANAGED CONTRACT - WST	1	\$5,240.39	\$5,240.39
Oakland Charter HS - Tech Support		MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00

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Purchase Order No.	Customer ID		Payment Terms	Beginning Date	Ending Date
	AMTH1501	Net30	5/1/2022	5/31/2022	
Description	Item Number	Qty	Unit Price	Ext. Price	
Richmond Charter Academy - Counselor	MANAGED CONTRACT - WST	1	\$4,697.85	\$4,697.85	
Richmond Charter Academy - Psychologist	MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97	
Richmond Charter Academy - Speech Therapy	MANAGED CONTRACT - WST	1	\$1,999.09	\$1,999.09	
Richmond Charter Academy - Tech Support	MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00	
					Subtotal \$76,414.82
					Trade Discount \$0.00
					Total \$76,414.82

The Stepping Stones Group LLC
Phone: 303-258-0725

2586 Trailridge Dr E, #100
Lafayette, CO 80026

E-mail:
Finance.Invoices@SSG-Healthcare.com

Invoice

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 Invoice M0122704
 Date 8/1/2022



The Stepping Stones Group LLC

Remit payment to:

PO Box 6280

Carol Stream, IL 60197

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Bill To: Amethod Public Schools
 Accounts Payable
 3265 Logan Street
 Oakland CA 94601

Purchase Order No.	Customer ID			Payment Terms	Beginning Date	Ending Date
				Net30	6/1/2022	6/30/2022
Description		Item Number	Qty	Units	Unit Price	Ext. Price
138329 Reed, Wennay - Benito Juarez Elementary	AMET1501	PARA/EDUCATOR - WST	48.00	HR	\$31.27	\$1,500.96
133052 Dunn, Monique - Richmond Campuses		SPEECH THERAPIST - WST	47.50	HR	\$96.36	\$4,577.10

Subtotal	\$6,078.06
Trade Discount	0.00
Tax	\$0.00
Total	\$6,078.06

Invoice

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 Invoice M0123952
 Date 8/1/2022



The Stepping Stones Group LLC

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PO Box 6280

Carol Stream, IL 60197

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Bill To: Amethod Public Schools

2101 Livingston St
 Oakland CA 94606

Purchase Order No.	Customer ID	Payment Terms		Beginning Date	Ending Date
	AMTH1501	Net30		6/1/2022	6/30/2022
Description		Item Number	Qty	Unit Price	Ext. Price
BJE- Psychologist (Correia, Jack)		MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97
BJE - Speech Therapy (Imara, Akili)		MANAGED CONTRACT - WST	1	\$1,999.09	\$1,999.09
DCA - Tech Support (Cerato, Robin)		MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00
DCA - Psychologist (Correia, Jack)		MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97
DCA - Speech Therapy (Imara, Akili)		MANAGED CONTRACT - WST	1	\$1,999.09	\$1,999.09
JHHS - Tech Support (Cerato, Robin)		MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00
JHHS - Psychologist (Correia, Jack)		MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97
JHHS - Speech Therapy (Imara, Akili)		MANAGED CONTRACT - WST	1	\$1,999.09	\$1,999.09
JHHS - Counselor (Soto, Teresa)		MANAGED CONTRACT - WST	1	\$4,697.85	\$4,697.85
OCA - Tech Support (Cerato, Robin)		MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00
OCA - Psychologist (Correia, Jack)		MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97
OCA - Speech Therapy (Imara, Akili)		MANAGED CONTRACT - WST	1	\$1,999.09	\$1,999.09
OCHS - Tech Support (Cerato, Robin)		MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00
OCHS - Psychologist (Correia, Jack)		MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97
OCHS - Speech Therapy (Imara, Akili)		MANAGED CONTRACT - WST	1	\$1,999.09	\$1,999.09
RCA - Tech Support (Cerato, Robin)		MANAGED CONTRACT - WST	1	\$2,964.00	\$2,964.00
RCA - Psychologist (Correia, Jack)		MANAGED CONTRACT - WST	1	\$1,908.97	\$1,908.97

The Stepping Stones Group LLC
 Phone: 303-258-0725

184 High Street, 5th Floor
 Boston, MA 02110

E-mail:
finance.invoices@ssg-healthcare.com

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Invoice M0123952
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Purchase Order No.	Customer ID		Payment Terms	Beginning Date	Ending Date
	AMTH1501	Net30	6/1/2022	6/30/2022	
Description	Item Number	Qty	Unit Price	Ext. Price	
RCA - Speech Therapy (Imara, Akili) RCA - Counselor (Soto, Teresa)	MANAGED CONTRACT - WST MANAGED CONTRACT - WST	1 1	\$1,999.09 \$4,697.85	\$1,999.09 \$4,697.85	

Subtotal	\$47,664.06
Trade Discount	\$0.00
Total	\$47,664.06

The Stepping Stones Group LLC
Phone: 303-258-0725

184 High Street, 5th Floor
Boston, MA 02110

E-mail:
finance.invoices@ssg-healthcare.com

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Bill To: Amethod Public Schools

2101 Livingston St
 Oakland CA 94606

Purchase Order No.	Customer ID			Payment Terms	Beginning Date	Ending Date
				Net30	6/1/2022	6/30/2022
Description		Item Number	Qty	Units	Unit Price	Ext. Price
Ed Specialist - BJE (Clifton-Hughes, Tiana)		MANAGED CONTRACT - WST	1	EA	\$11,666.31	\$11,666.31
Ed Specialist - DCA (Gustafsson, Britt-Marie)		MANAGED CONTRACT - WST	1	EA	\$9,494.16	\$9,494.16
Ed Specialist - JHHS (Calcagno, Nikyra)		MANAGED CONTRACT - WST	1	EA	\$6,779.78	\$6,779.78

Subtotal	\$27,940.25
Trade Discount	0.00
Tax	\$0.00
Total	\$27,940.25